

**TRAVELHOST MAGAZINE  
ASSIGNMENT OF DISTRIBUTORSHIP AGREEMENT AND OPTIONAL  
ASSOCIATE PUBLISHER AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Transferor"), being the person or entity identified as the "Distributor" in that certain TRAVELHOST Distributorship Agreement and as the "Associate Publisher" in that certain Optional Associate Publisher Agreement effective May 5, 2005, by and between TRAVELHOST Magazine, a division of TRAVELHOST, Inc. ("TRAVELHOST"), and Transferor, a copy of both of which are attached hereto as Exhibits 1 and Exhibit 2 and made a part hereof for all purposes (the "Agreements"), hereby assigns to Jennifer Lea Taylor ("Transferee"), all the rights of Transferor under the Agreements, insofar as such rights relate to the distribution of TRAVELHOST Magazine within the following geographical area:

Same as Distributorship Agreement

(If "Same as Distributorship Agreement" is entered, this Agreement shall operate to convey all rights to Transferee under that Agreement as amended, if applicable.)

Transferor shall be responsible for all liabilities and obligations associated with the rights assigned hereby arising prior to the date hereof, and Transferee shall be responsible for all liabilities and obligations associated with the rights assigned hereunder arising from and after the date hereof.

Transferor hereby indemnifies TRAVELHOST against any loss, claim, damage or expense arising from or related to any misrepresentation or omission made by Transferor.

Transferor represents and warrants that it has full power and authority to convey to Transferee the rights assigned hereunder without the consent or joinder of any person or entity other than TRAVELHOST.

**TRANSFEROR HEREBY WAIVES AND FOREVER RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST TRAVELHOST, ITS AGENTS AND EMPLOYEES, KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THE AGREEMENTS OR THE BUSINESS OPERATED PURSUANT THERETO.**

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Distributorship Agreement and Optional Associate Publisher Agreement effective as of the 7<sup>th</sup> day of December, 2007.

  
\_\_\_\_\_, Transferor

Transferee hereby assumes and agrees to be bound by all of the terms of the Distributorship Agreement (expressly including, but not limited to, the non-compete provisions set forth in paragraph 9 of that Agreement), the Optional Associate Publisher Agreement, and the foregoing Assignment.


  
\_\_\_\_\_, Transferee

By: \_\_\_\_\_  
Print Name: Jennifer Lea Taylor  
Title: \_\_\_\_\_

**CONSENT TO ASSIGNMENT**

TRAVELHOST hereby consents to the foregoing Assignment of Distributorship Agreement and Optional Associate Publisher Agreement.

TRAVELHOST Magazine  
A division of TRAVELHOST, Inc.

By:   
Title: CFO  
Date: 12/12/07

Assignment of Distributorship Agreement &  
Optional Associate Publisher Agreement

# TRAVELHOST

## DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between TRAVELHOST Magazine, a Division of TRAVELHOST, Inc., a Texas corporation, 10701 Stemmons Frwy., Dallas, Texas 75220, hereinafter called "Publisher"; and

J.E.I. Investments of the Upstate, Inc.  
 (Name - Individual, LLC or Corporation)  
144 Powder Springs Drive  
 (Street Address - No P.O. Boxes)  
Duncan Spartanburg SC 29334  
 (City) (County) (State) (Zip)

hereinafter called "Distributor".

IN CONSIDERATION of the mutual promises of the parties herein contained, and for other good and valuable consideration, the parties hereby agree upon the following terms and conditions to govern the manufacture, purchase and distribution of the publication known as TRAVELHOST Magazine, hereinafter referred to as the "Publication."

### 1. Publication:

1.1 Production Terms - Publisher agrees to produce the Publication as herein provided. Distributor agrees to purchase from Publisher and to accept delivery of not less than 15,000 copies each bi-monthly issue of the Publication in accordance with the terms of the bi-monthly rate schedule attached hereto as Exhibit "AA." All purchases shall be Cash w/Copy, F.O.B. Publisher's dock.  
 \* See Below \* or major credit card

1.2 Distributor's Designated Area - Distributor will use its best efforts to distribute the Publication and sell advertising within the following "Designated Area":  
The Charlotte metropolitan area to include the NORTH Carolina counties of Union, Lincoln, Mecklenburg, Stanly, Iredell, Cabarrus, Cleveland, Gaston, Anson, Rowan and Catawba.

Publisher agrees that for so long as Distributor is in full compliance with, and in good standing under, the terms of this Agreement, Publisher will not authorize any other person or entity to distribute the Publication within Distributor's Designated Area.

1.3 Materials Submission - Distributor agrees to furnish all information or materials in the manner and as required by Publisher pursuant to Publisher's Confidential Production Manual available online at the Associate Publisher's Room on Publisher's Web Site at [www.travelhost.com](http://www.travelhost.com), the terms and provisions of which, as amended from time to time, are incorporated herein by reference, in order to ensure timely completion of the Publication. Should Distributor fail to furnish any necessary information or materials in accordance with Publisher's Production Manual, it is understood that shipping dates may be adjusted, and any increased costs of production as a result of Distributor's failure shall be charged to Distributor. Editorial matters pertaining to the Publication will be inserted by Publisher, where required, as "filler" material at the discretion of Publisher and at no extra cost to Distributor. Publisher reserves the right to increase the number of pages of the Publication at any time, at no increased publication cost to Distributor.

1.4 Beginning Inventory Wholesale Publication Purchase - Distributor agrees to pay to Publisher upon execution of this Agreement the sum of \$25,000.00, receipt of which is hereby acknowledged by Publisher, which amount shall be applied toward the purchase of the initial issues of the Publication at wholesale price in accordance with the applicable rate schedule set forth in the attached Exhibit "AA." The amount Distributor agrees to purchase, 7,500 copies each bi-monthly issue for the first three (3) issues in accordance with the terms of the bi-monthly rate schedule, attached hereto as Exhibit "AA." Beginning with the fourth (4) issue and beyond Distributor agrees to purchase 15,000 copies each bi-monthly issue in accordance with the terms of the bi-monthly rate schedule, attached hereto as Exhibit "AA."



paid by Distributor is not refundable in whole or in part under any circumstances, except in the event this Agreement is not accepted by the Publisher, at which time it shall be refunded in full within twenty-one (21) days of Publisher's receipt of the Agreement and payment.

- 1.5 Failure to Timely Commence Publication - Notwithstanding the provisions of paragraph 5, if the Distributor fails to timely commence distribution of the Publication within its Designated Area within six (6) months of the effective date of the Agreement, Publisher may provide notice of termination of the Agreement without the necessity of any notice of default or time to cure, and the Agreement shall be deemed terminated immediately effective upon receipt of the notice of termination. In such event, Distributor hereby agrees that the monies paid by Distributor under paragraph 1.4 shall be applied to the purchase of one (1) page of national advertising space in the Publication to be available for use or sale by Distributor within ~~six (6) months~~ <sup>one (1) year</sup> from the date of the notice of termination, at which time any unused or unsold advertising space shall be deemed forfeited by Distributor.

2. Advertising:

- 2.1 Advertising Rate Schedule - Distributor shall submit to Publisher its advertising rate schedule which may be changed by Distributor on thirty (30) days written notice to Publisher. Distributor agrees to be bound by its prevailing rate schedule on advertising sold by Publisher or other Distributors to appear in the Designated Area.

- 2.2 Advertising Copy - Publisher shall insert in the Publication advertising copy sent in by Distributor on local advertising pages ("Local Section") made available to Distributor by Publisher. Copy shall be submitted to Publisher in accordance with Distributor's instructions and assigned publication deadline schedule as modified from time to time.

- 2.3 Advertising Revenues - Receipts from advertising revenues shall be distributed as follows:

- (a) Distributor shall bill for, collect and receive all the gross revenues derived from its sales of advertising to appear in the Local Section made available to Distributor for the Publication distributed within its Designated Area. A run sheet and distribution check-off list shall be completed by Distributor and submitted to Publisher for each issue. Publisher shall receive an amount equal to ten percent (10%) of local advertising space based on Distributor's prevailing rate schedule, which shall be forwarded to Publisher within five (5) weeks of issue date. Publisher may, at its own expense, audit the books and records of Distributor to ensure compliance within this paragraph.
- (b) When advertising is sold by Publisher or another Distributor into Distributor's Local Section, Distributor shall receive forty percent (40%) of the gross cash revenues received by Publisher from advertising in the Publication published for Distributor's "Designated Area."
- (c) Distributor shall not be entitled to receive any revenues for regional or national advertising, or for any advertising appearing outside of the Local Section of the Publication distributed within Distributor's Designated Area under this Agreement.

3. Autonomy - Distributor shall at all times retain autonomy in its general business operations and sales practices. No marketing plan, program or system is or shall be prescribed, suggested or recommended by Publisher, and Distributor agrees to be solely responsible for the selection and establishment of its own marketing plan, program or system for selling advertising for inclusion within the Publication, and for distribution of the Publication within the Designated Area. Publisher has not offered to provide and is not required by the terms of this Agreement to provide any significant training, advice or assistance to Distributor. Publisher has not represented and does not represent that Distributor will earn or is likely to earn a profit.

4. No Warranties - Publisher MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL PUBLISHER BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR OTHER DAMAGES (INCLUDING LOST PROFITS).

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Distributor  
TRAVELHOST



WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF Publisher HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Without limiting the foregoing, Publisher shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation delays or interruption of any kind, work slowdowns, acts or omissions of third parties, or any other condition affecting production or delivery in any manner beyond the control of Publisher. Distributor acknowledges that Publisher has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

5. Term/Termination - This Agreement shall continue until Distributor gives Publisher ninety (90) days notice in writing of its intention to cancel or unless cancelled by Publisher as described herein. In the event Distributor defaults in any of its obligations under this Agreement, Publisher shall give Distributor written notice and if such default is not corrected within ~~ten (10)~~ <sup>thirty (30)</sup> days after receipt of the notice, all rights of Distributor under this Agreement shall terminate. In the event of a termination, Distributor shall remain liable for any and all sums due and payable hereunder to Publisher, and such obligation shall survive any termination of this Agreement.
  6. Transfer/Assignment - Publisher agrees that all rights conferred upon Distributor herein are transferable and assignable subject to approval in writing of the new Distributor by Publisher and that such approval shall not be unreasonably withheld. A transfer fee in the amount of \$5,000.00 shall be payable to Publisher upon approval of the transfer. Distributor agrees that a change of majority ownership of a partnership or corporation shall be treated as a transfer which is subject to the terms and conditions outlined herein. <sup>\* Not to include immediate family members.</sup>
  7. Acceptance - This Agreement shall not be binding or effective until accepted and executed by an officer of Publisher at its office in Dallas County, Texas. All checks must be made payable to TRAVELHOST Magazine, in the form of Certified or Cashier's Checks.
  8. Agency/Indemnification - This Agreement does not create an agency, partnership, employer/employee or joint venture relationship between the parties. It is understood that Distributor has no authority to act or purport to act for Publisher for any purpose whatsoever other than as defined by this Agreement, and that Distributor has no right or power, express or implied, to create any obligation or responsibility on behalf of Publisher. Furthermore, Distributor agrees to indemnify, defend and hold Publisher harmless against and from any and all actions, claims, damages, expenses (including attorney's fees) and liabilities resulting from any act of Distributor, including, but not limited to, Distributor's submission to Publisher of any advertising or other materials violative or infringing of any copyright or trademark, or which are libelous or constitute an invasion of privacy. <sup>\*(See below)</sup>
  9. Non-competition - Distributor agrees that it will not engage in a similar business or one competitive with Publisher within its Designated Area during the term of this Agreement or within two (2) years after termination of this Agreement.
  10. Trademark - The name "TRAVELHOST" (hereinafter "Trademark") and the TRAVELHOST logo "TH" (hereinafter "Logo") are registered trademarks of Publisher. Distributor acknowledges the validity of Publisher's title to the Trademark and the Logo, and agrees not to contest such title. Distributor is hereby granted a revocable, nonexclusive, nontransferable and limited license to use the Trademark and Logo solely in connection with activities directly related and incident to the promotion and distribution of the Publication within Distributor's Designated Area as provided in this Agreement. Distributor shall not incorporate under the Trademark or any name confusingly similar thereto, and the use of the Trademark or Logo by Distributor for any other purpose whatsoever is strictly forbidden. In using the Trademark as authorized in this Agreement, Distributor shall at all times add to the Trademark the name of the principal city, state or area located within Distributor's Designated Area (e.g. "TRAVELHOST OF [city, state or area]"). In addition, Distributor shall at all times include the trademark registration symbol ("®") with any utilization of the Trademark (e.g., TRAVELHOST®). Upon termination of this Agreement, Distributor's limited license to use the Trademark and Logo as herein provided shall immediately terminate.
- \* Publisher agrees to indemnify, defend and hold Distributor harmless against and from any and all actions, claims, damages, expenses (including attorney's fees) and liabilities resulting from any act of Publisher, including but not limited to, Distributor running of any filler materials prepared by Publisher or any national advertising placed in the Publication by Publisher which are violative or infringing of any copyright or trademark, or which are libelous or constitute an invasion of privacy.

11. Domain Name/Internet Web Sites - Distributor hereby acknowledges that the internet domain name "TRAVELHOST.COM" (hereinafter "Domain Name") is a registered domain name of Publisher, and that Publisher hosts an internet web site at WWW.TRAVELHOST.COM (hereinafter "Web Site"). Distributor agrees that it shall not, at any time, register a domain name which is confusingly similar to Publisher's Domain Name, and, in addition, Distributor agrees that it shall not host or sponsor any internet web site without the prior express written consent of Publisher which either: a) incorporates any materials, advertisements or information contained in the Publication; or b) contains any reference to the TRAVELHOST Trademark or TH Logo.

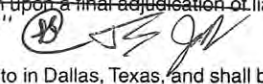
12. Miscellaneous:

12.1 Notices - Any notice required or permitted to be given hereunder shall be in writing addressed to the parties as their addresses appear above or as changed through written notice delivered to the other party. Notice may be given either by nationally recognized express delivery service or by certified mail, and the notice shall be deemed to be effective either upon its receipt by the recipient if sent via delivery service or three (3) days after mailing if sent via certified mail, whichever is applicable.

12.2 Headings - The headings used herein are for ease of reference only and are not to be used in the interpretation or construction of this Agreement.

12.3 Severability - If any provision of this Agreement shall be declared invalid or unenforceable, the parties agree that the remaining provisions shall remain in full force and effect.


12.4 Waiver - Except as otherwise provided herein, the failure of a party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights or elections or in any way affect the validity of this Agreement. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented.

12.5 ~~Costs of Breach - In the event of a breach of this Agreement by Distributor, Distributor shall pay all costs and attorneys' fees incurred by Publisher in connection with such breach upon a final adjudication of liability by a court of competent jurisdiction. \* See Attachment "A"~~ 

12.6 Applicable Law/Dispute Venue - This Agreement is made and entered into in Dallas, Texas, and shall be governed by and construed strictly in accordance with the laws of the State of Texas. Venue over any disputes between the parties to this Agreement shall be solely and exclusively in Dallas, Texas, and any lawsuit between the parties to this Agreement shall be instituted and resolved solely and exclusively in a court of competent jurisdiction located in Dallas, Texas.

12.7 Entire Agreement - This Agreement (along with Exhibit "AA," Certification, 10% waiver letter, and any Addenda executed contemporaneous with this Agreement) contains the entire understanding and agreement between the parties to this Agreement and supersedes all past and present written and/or oral agreements, arrangements, communications and understandings relating to the subject matter of this Agreement. There are no other agreements, inducements or representations (oral or written) other than those expressly set forth in this Agreement. This Agreement may be amended only by an instrument in writing signed by each of the parties to this Agreement.


5-11-05  
Date of Execution by Distributor

  
Distributor's Signature

Signed and Accepted in Dallas County, Texas, and effective this the 12 day of May, 2005

  
**INITIAL**

TRAVELHOST MAGAZINE  
Division of TRAVELHOST, Inc.

By:   
Title: CFO



**TRAVELHOST**

## OPTIONAL ASSOCIATE PUBLISHER AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between TRAVELHOST, Inc., a Texas corporation, 10701 Stemmons Frwy, Dallas, Texas 75220, hereinafter called "Publisher"; and

J + L Investments of the Upstate, Inc.

(Name of AP Rep - Individual or Corporation)

144 Powder Springs Drive

(Street Address - No P.O. Boxes)

Duncan

(City)

Spartanburg

(County)

SC

(State)

29331

(Zip)

hereinafter called "AP".

WHEREAS, AP is currently a Distributor in good standing under a Distributorship Agreement with TRAVELHOST Magazine, a division of TRAVELHOST, Inc., for the Designated Area of Charlotte, NC to include the North Carolina counties of Union, Lincoln, Mecklenburg, Stanly, Iredell, Cabarrus, Cleveland, Gaston, Anson, Rowan and Catawba. (Distributorship Agreement"); and

WHEREAS, Publisher is making available to new Associate Publishers on an entirely optional and voluntary basis the ability to acquire advertising rights and other associated benefits in addition to those granted to purchasers under the Distributorship Agreement; and

WHEREAS, AP, desirous of taking advantage of the opportunity, has voluntarily opted to acquire the additional advertising rights and associated benefits.

NOW, THEREFORE, in consideration of the mutual promises of the parties herein contained, and for other good and valuable consideration, the parties hereby agree as follows:

1. Publication Advertising Representation.

- 1.1 Publisher hereby appoints AP as a non-exclusive representative to sell regional and national advertising in the Publication, as well as advertising outside of the Local Section of the Publication published for AP's Designated Area;
- 1.2 Payment for any and all advertising sold hereunder (except for advertising revenues billed for and collected by AP under paragraphs 2, 3 or 4 below) shall be made by the respective advertisers directly to Publisher, upon such terms and conditions as Publisher shall specify, and in no event shall AP submit a bill or otherwise charge directly any advertiser.
- 1.3 If any payment for any advertising is made directly to AP (except for advertising space used or sold by AP under paragraphs 2, 3 or 4 below), AP shall hold such payment in trust for Publisher and immediately transmit the amount to Publisher without commingling such payment with any of AP's own funds. AP shall make all quotations and sales only upon such terms and at such prices as agreed upon and as specified by Publisher.

2. National Advertising Space: AP shall be entitled to two (2) pages of national advertising space in the Publication for the use or sale by AP at any time within two years of the date of execution of this Agreement, provided that, upon a failure of AP to either use or sell said advertising space within the specified 2 year time-frame, the advertising space shall be deemed irrevocably forfeited.

3. Regional Advertising Space: AP shall be entitled to advertising space in the regional edition of the Publication covering AP's Designated Area (as region is defined and determined by Publisher) for use or sale by AP throughout the duration of its Distributorship Agreement in accordance with the following schedule based upon

**INITIAL**

AP

TRAVELHOST

the number of copies of the Publication per edition being purchased and distributed by AP:


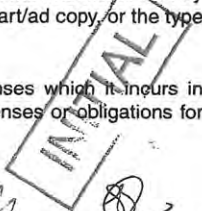


Copies per edition per issue	Regional advertising space per edition per issue
Below 10,000	one-twelfth page
10,000 but less than 15,000	one-sixth page
15,000 but less than 20,000	one-third page
20,000 but less than 50,000	one-half page
50,000 or more	one full page

4. Web Site Space: AP shall be entitled to Local City Pages as specified by Publisher on Publisher's Internet Web Site ([www.travelhost.com](http://www.travelhost.com)) for AP's Designated Area which AP may utilize for advertiser listings, hot links and other purposes as expressly permitted pursuant to Publisher's Confidential Web Site Manual.
5. Ad Revenue Sharing. AP shall be entitled to:
  - a) 100% of any revenues billed, collected and received by it for the 2 pages of national advertising space acquired under paragraph 2 and for the regional advertising space granted to AP under paragraph 3;
  - b) a sales commission equal to Forty Percent (40%) of the gross cash revenues collected and actually received by Publisher for advertising sold by AP to appear in any Local Section of the Publication distributed outside AP's Designated Area, which advertising shall be sold at rates established by the AP for the applicable Publication; and
  - c) a sales commission equal to Forty Percent (40%) of the gross cash revenues collected and actually received by Publisher for regional and/or national advertising sold by AP (excepting the advertising space referenced in paragraphs 2 and 3 above), which advertising shall be sold at rates as established and published by Publisher from time to time

Sales commissions shall be paid on the 15th day of the month following the month of collection of the applicable advertising revenues by Publisher. Any commissions on refunds or adjustments to advertisers' accounts on sales of advertising on which commissions have already been paid to AP for any given period shall be deducted from future commissions payable to AP by Publisher in a subsequent period.

6. Publication Discount: In addition to the advertising rights referenced hereinabove, and expressly conditioned on AP's compliance with the terms hereof during the term of this Agreement, AP also shall be entitled at all times to wholesale pricing for the Publication notwithstanding the provisions of Exhibit "AA" to the Distributorship Agreement.
7. Payment: For the considerations, benefits and rights herein conferred, AP agrees to pay to Publisher the sum of \$25,000.00, receipt of which is hereby acknowledged by Publisher. Said amount is not refundable under any circumstances, except in the event this Agreement is not accepted by the Publisher, at which time it shall be refunded in full within twenty-one (21) days of Publisher's receipt of the Agreement and payment.
8. AP's Advertising Promotional Duties: AP shall diligently and faithfully exert its best efforts to sell advertising as herein authorized.
9. Advertising Suitability: Publisher reserves the right to reject any ad or advertiser it deems unsuitable for any reason including, but not limited to, the advertiser's creditworthiness, the nature of the art/ad copy, or the type of business being advertised.
10. Marketing/Promotional Costs and Expenses. AP shall assume all costs and expenses which it incurs in fulfilling its obligations under this Agreement. AP is not authorized to incur any expenses or obligations for Publisher or on Publisher's behalf.

AP   

AP     
TRAVELHOST 



## 11. Advertising Price Adjustments/Terms of Sale/Representations.

- 11.1 Publisher reserves the right to change any of its published advertising rates at any time.
- 11.2 All sales made by AP shall be subject to and in accordance with the terms and conditions of sale as set forth in Publisher's then current Advertising Agreement.
- 11.3 AP shall not in selling advertising make any promises, representations, warranties or guarantees with respect thereto in addition to or in any way inconsistent with Publisher's Advertising Agreement.
- 11.4 All advertisers shall be required to execute Publisher's Advertising Agreement, and no changes or modifications shall be made to Publisher's Advertising Agreement without the express written approval and consent of Publisher.

## 12. Term.

- 12.1 The term of this Agreement shall commence on the date hereof and shall continue for so long as AP is in good standing in accordance with the terms and provisions of its Distributorship Agreement unless terminated earlier as hereafter provided.
- 12.2 In the event of a termination of AP's Distributorship Agreement, this Agreement shall be deemed immediately terminated without the necessity of any further notice from Publisher.
- 12.3 AP shall be entitled to terminate this Agreement at any time and for any reason upon sixty (60) days advance written notice to Publisher.
- 12.4 In the event of a breach of this Agreement by either party, the non-breaching party shall give the other party written notice thereof, and the other party shall have <sup>thirty (30)</sup> ~~twenty (20)~~ days within which to remedy the breach. In the event of a failure to timely remedy a breach, the non-breaching party may terminate this Agreement.
- 12.5 A termination of this Agreement as herein provided shall not affect AP's right to use or sell the 2 pages of national advertising space acquired as provided in paragraph 1.

## 13. Independent Contractor.

This Agreement does not constitute either party as the partner, joint venturer, employee, agent or legal representative of the other party for any purpose whatsoever. Neither party has granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner. At all times each party, in fulfilling its obligations pursuant to this Agreement, shall be acting as an independent contractor, and each party hereby indemnifies and agrees to hold the other party harmless from any liability which may be asserted against the other by any third parties as the result of any act or failure to act by the first party in connection with its duties and obligation hereunder.

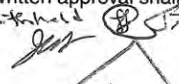

## 14. Assignment.

This Agreement may not be assigned or transferred by AP except in the event and as an adjunct to a transfer of AP's rights under the Distributorship Agreement with the express written approval of Publisher. Any attempt by AP to assign or transfer rights or obligations under this Agreement without Publisher's written approval shall be a breach of this Agreement. *Such approval not to be unreasonably withheld*

## 15. Miscellaneous.

- 15.1 Acceptance. This Agreement shall not be binding or effective until accepted and executed by an officer of Publisher at its office in Dallas County, Texas. All checks must be made payable to TRAVELHOST, Inc. in the form of Certified or Cashier's Checks.

*AP*  


AP   
 TRAVELHOST 



- 15.2 Notices. Any notice required or permitted to be given hereunder shall be in writing addressed to the parties as their addresses appear above or as changed through written notice delivered to the other party. Notice may be given either by nationally recognized express delivery service or by certified mail, and the notice shall be deemed to be effective either upon its receipt by the recipient if sent via delivery service or three (3) days after mailing if sent via certified mail, whichever is applicable.
- 15.3 Headings. The headings used herein are for ease of reference only and are not to be used in the interpretation or construction of this Agreement.
- 15.4 Waiver. Except as otherwise provided herein, the failure of a party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights or elections or in any way affect the validity of this Agreement. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented.
- 15.5 Applicable Law/Venue. This Agreement is made and entered into in Dallas, Texas, and shall be governed by and construed strictly in accordance with the laws of the State of Texas. Venue over any disputes between the parties of this Agreement shall be solely and exclusively in Dallas, Texas, and any lawsuit between the parties to this Agreement shall be instituted and resolved solely and exclusively in a court of competent jurisdiction located in Dallas, Texas.
- 15.6 Costs. In the event of any dispute between the parties regarding this Agreement resulting in a final adjudication by a court of competent jurisdiction, the prevailing party shall be entitled to recovery of all reasonable costs and attorneys' fees incurred.
- 15.7 Entire Agreement. This Agreement contains the entire understanding and agreement between the parties to this Agreement with respect to the subject matter hereof, and this Agreement supersedes all past and present oral agreements, arrangements, communications and understandings relating to the subject matter of this Agreement. This Agreement may be amended only by an instrument in writing signed by each of the parties to this Agreement.

## ACKNOWLEDGEMENT AND CERTIFICATION:

AD REP HEREBY ACKNOWLEDGES AND CERTIFIES THAT: (A) IT IS VOLUNTARILY ENTERING INTO THIS AGREEMENT OF ITS OWN VOLITION SOLELY FOR THE RIGHTS AND BENEFITS AS HEREIN PROVIDED AND FOR NO OTHER REASON OR PURPOSE WHATSOEVER; (B) PUBLISHER HAS NOT IN ANY WAY COERCED, PRESSURED OR INDUCED AD REP TO ENTER INTO THIS AGREEMENT; (C) IT WAS EXPRESSLY ADVISED BY PUBLISHER PRIOR TO ENTERING INTO THE LOCAL AP AGREEMENT THAT ENTERING INTO THIS AGREEMENT WAS ENTIRELY OPTIONAL, AND THAT IT WAS NEITHER A REQUIREMENT OF PUBLISHER NOR A CONDITION PRECEDENT TO PUBLISHER'S ACCEPTANCE OF THE LOCAL AP AGREEMENT; AND (D) IT IS AWARE THAT A FAILURE TO ENTER INTO THIS AGREEMENT WILL NOT, IN ANY WAY, JEOPARDIZE OR ADVERSELY AFFECT ANY OF AD REP'S RIGHTS UNDER THE LOCAL DISTRIBUTORSHIP AGREEMENT.

*James Sutherland*  
*Jack Sutherland*  
 Signature of AP

SIGN

*J&L Investments of the Upstate, Inc*  
*James Sutherland*  
*Jack Sutherland, President*  
 Print Name of AP

Signed and Accepted in Dallas County, Texas, and effective this the 12 day of May, 2005

*TS*  
 INITIAL

TRAVELHOST, Inc.

By:

Title:

CFD

## ADDITIONAL PRICING

COPIES	PAGES INCLUDING AN EIGHT PAGE COVER							
	48	56	64	72	80	88	96	104
15,500	14,654.25	16,454.25	18,254.25	20,054.25	21,854.25	23,654.25	25,454.25	27,254.25
16,000	14,804.00	16,627.50	18,451.00	20,274.50	22,098.00	23,921.50	25,745.00	27,568.50
16,500	14,953.75	16,800.75	18,647.75	20,494.75	22,341.75	24,188.75	26,035.75	27,882.75
17,000	15,103.50	16,974.00	18,844.50	20,715.00	22,585.50	24,456.00	26,326.50	28,197.00
17,500	15,253.25	17,147.25	19,041.25	20,935.25	22,829.25	24,723.25	26,617.25	28,511.25
18,000	15,403.00	17,320.50	19,238.00	21,155.50	23,073.00	24,990.50	26,908.00	28,825.50
18,500	15,552.75	17,493.75	19,434.75	21,375.75	23,316.75	25,257.75	27,198.75	29,139.75
19,000	15,702.50	17,667.00	19,631.50	21,596.00	23,560.50	25,525.00	27,489.50	29,454.00
19,500	15,852.25	17,840.25	19,828.25	21,816.25	23,804.25	25,792.25	27,780.25	29,768.25
20,000	16,002.00	18,013.50	20,025.00	22,036.50	24,048.00	26,059.50	28,071.00	30,082.50
20,500	16,151.75	18,186.75	20,221.75	22,256.75	24,291.75	26,326.75	28,361.75	30,396.75
21,000	16,301.50	18,360.00	20,418.50	22,477.00	24,535.50	26,594.00	28,652.50	30,711.00
21,500	16,451.25	18,533.25	20,615.25	22,697.25	24,779.25	26,861.25	28,943.25	31,025.25
22,000	16,601.00	18,706.50	20,812.00	22,917.50	25,023.00	27,128.50	29,234.00	31,339.50
22,500	16,750.75	18,879.75	21,008.75	23,137.75	25,266.75	27,395.75	29,524.75	31,653.75
23,000	16,900.50	19,053.00	21,205.50	23,358.00	25,510.50	27,663.00	29,815.50	31,968.00
23,500	17,050.25	19,226.25	21,402.25	23,578.25	25,754.25	27,930.25	30,106.25	32,282.25
24,000	17,200.00	19,399.50	21,599.00	23,798.50	25,998.00	28,197.50	30,397.00	32,596.50
24,500	17,349.75	19,572.75	21,795.75	24,018.75	26,241.75	28,464.75	30,687.75	32,910.75
25,000	17,499.50	19,746.00	21,992.50	24,239.00	26,485.50	28,732.00	30,978.50	33,225.00
25,500	17,649.25	19,919.25	22,189.25	24,459.25	26,729.25	28,999.25	31,269.25	33,539.25
26,000	17,799.00	20,092.50	22,386.00	24,679.50	26,973.00	29,266.50	31,560.00	33,853.50
26,500	17,948.75	20,265.75	22,582.75	24,899.75	27,216.75	29,533.75	31,850.75	34,167.75
27,000	18,098.50	20,439.00	22,779.50	25,120.00	27,460.50	29,801.00	32,141.50	34,482.00
27,500	18,248.25	20,612.25	22,976.25	25,340.25	27,704.25	30,068.25	32,432.25	34,796.25
28,000	18,398.00	20,785.50	23,173.00	25,560.50	27,948.00	30,335.50	32,723.00	35,110.50
28,500	18,547.75	20,958.75	23,369.75	25,780.75	28,191.75	30,602.75	33,013.75	35,424.75
29,000	18,697.50	21,132.00	23,566.50	26,001.00	28,435.50	30,870.00	33,304.50	35,739.00
29,500	18,847.25	21,305.25	23,763.25	26,221.25	28,679.25	31,137.25	33,595.25	36,053.25
30,000	18,997.00	21,478.50	23,960.00	26,441.50	28,923.00	31,404.50	33,886.00	36,367.50
30,500	19,146.75	21,651.75	24,156.75	26,661.75	29,166.75	31,671.75	34,176.75	36,681.75
31,000	19,296.50	21,825.00	24,353.50	26,882.00	29,410.50	31,939.00	34,467.50	36,996.00
31,500	19,446.25	21,998.25	24,550.25	27,102.25	29,654.25	32,206.25	34,758.25	37,310.25
32,000	19,596.00	22,171.50	24,747.00	27,322.50	29,898.00	32,473.50	35,049.00	37,624.50
32,500	19,745.75	22,344.75	24,943.75	27,542.75	30,141.75	32,740.75	35,339.75	37,938.75
33,000	19,895.50	22,518.00	25,140.50	27,763.00	30,385.50	33,008.00	35,630.50	38,253.00
33,500	20,045.25	22,691.25	25,337.25	27,983.25	30,629.25	33,275.25	35,921.25	38,567.25
34,000	20,195.00	22,864.50	25,534.00	28,203.50	30,873.00	33,542.50	36,212.00	38,881.50
34,500	20,344.75	23,037.75	25,730.75	28,423.75	31,116.75	33,809.75	36,502.75	39,195.75
35,000	20,494.50	23,211.00	25,927.50	28,644.00	31,360.50	34,077.00	36,793.50	39,510.00
36,000	20,794.00	23,557.50	26,321.00	29,084.50	31,848.00	34,611.50	37,375.00	40,138.50
37,000	21,093.50	23,904.00	26,714.50	29,525.00	32,335.50	35,146.00	37,956.50	40,767.00
38,000	21,393.00	24,250.50	27,108.00	29,965.50	32,823.00	35,680.50	38,538.00	41,395.50
39,000	21,692.50	24,597.00	27,501.50	30,406.00	33,310.50	36,215.00	39,119.50	42,024.00
40,000	21,992.00	24,943.50	27,895.00	30,846.50	33,798.00	36,749.50	39,701.00	42,652.50
41,000	22,291.50	25,290.00	28,288.50	31,287.00	34,285.50	37,284.00	40,282.50	43,281.00
42,000	22,591.00	25,636.50	28,682.00	31,727.50	34,773.00	37,818.50	40,864.00	43,909.50
43,000	22,890.50	25,983.00	29,075.50	32,168.00	35,260.50	38,353.00	41,445.50	44,538.00
44,000	23,190.00	26,329.50	29,469.00	32,608.50	35,748.00	38,887.50	42,027.00	45,166.50
45,000	23,489.50	26,676.00	29,862.50	33,049.00	36,235.50	39,422.00	42,608.50	45,795.00
46,000	23,789.00	27,022.50	30,256.00	33,489.50	36,723.00	39,956.50	43,190.00	46,423.50
47,000	24,088.50	27,369.00	30,649.50	33,930.00	37,210.50	40,491.00	43,771.50	47,052.00
48,000	24,388.00	27,715.50	31,043.00	34,370.50	37,698.00	41,025.50	44,353.00	47,680.50
49,000	24,687.50	28,062.00	31,436.50	34,811.00	38,185.50	41,560.00	44,934.50	48,309.00
50,000	24,987.00	28,408.50	31,830.00	35,251.50	38,673.00	42,094.50	45,516.00	48,937.50
51,000	25,286.50	28,755.00	32,223.50	35,692.00	39,160.50	42,629.00	46,097.50	49,566.00
52,000	25,586.00	29,101.50	32,617.00	36,132.50	39,648.00	43,163.50	46,679.00	50,194.50
53,000	25,885.50	29,448.00	33,010.50	36,573.00	40,135.50	43,698.00	47,260.50	50,823.00
54,000	26,185.00	29,794.50	33,404.00	37,013.50	40,623.00	44,232.50	47,842.00	51,451.50
55,000	26,484.50	30,141.00	33,797.50	37,454.00	41,110.50	44,767.00	48,423.50	52,080.00
56,000	26,784.00	30,487.50	34,191.00	37,894.50	41,598.00	45,301.50	49,005.00	52,708.50
57,000	27,083.50	30,834.00	34,584.50	38,335.00	42,085.50	45,836.00	49,586.50	53,337.00
58,000	27,383.00	31,180.50	34,978.00	38,775.50	42,573.00	46,370.50	50,168.00	53,965.50
59,000	27,682.50	31,527.00	35,371.50	39,216.00	43,060.50	46,905.00	50,749.50	54,594.00
60,000	27,982.00	31,873.50	35,765.00	39,656.50	43,548.00	47,439.50	51,331.00	55,222.50

INITIAL



**TRAVELHOST<sup>(R)</sup>**  
**EXHIBIT "AA" WHOLESALE PUBLISHING PRICES FOR BIMONTHLY**  
 Based on Digital Ready Material  
 Effective February 1, 2004

COPIES	PAGES INCLUDING AN EIGHT PAGE COVER							
	48	56	64	72	80	88	96	104
7,500	12,258.25	13,682.25	15,106.25	16,530.25	17,954.25	19,378.25	20,802.25	22,226.25
8,000	12,408.00	13,855.50	15,303.00	16,750.50	18,198.00	19,645.50	21,093.00	22,540.50
8,500	12,557.75	14,028.75	15,499.75	16,970.75	18,441.75	19,912.75	21,383.75	22,854.75
9,000	12,707.50	14,202.00	15,696.50	17,191.00	18,685.50	20,180.00	21,674.50	23,169.00
9,500	12,857.25	14,375.25	15,893.25	17,411.25	18,929.25	20,447.25	21,965.25	23,483.25
10,000	13,007.00	14,548.50	16,090.00	17,631.50	19,173.00	20,714.50	22,256.00	23,797.50
10,500	13,156.75	14,721.75	16,286.75	17,851.75	19,416.75	20,981.75	22,546.75	24,111.75
11,000	13,306.50	14,895.00	16,483.50	18,072.00	19,660.50	21,249.00	22,837.50	24,426.00
11,500	13,456.25	15,068.25	16,680.25	18,292.25	19,904.25	21,516.25	23,128.25	24,740.25
12,000	13,606.00	15,241.50	16,877.00	18,512.50	20,148.00	21,783.50	23,419.00	25,054.50
12,500	13,755.75	15,414.75	17,073.75	18,732.75	20,391.75	22,050.75	23,709.75	25,368.75
13,000	13,905.50	15,588.00	17,270.50	18,953.00	20,635.50	22,318.00	24,000.50	25,683.00
13,500	14,055.25	15,761.25	17,467.25	19,173.25	20,879.25	22,585.25	24,291.25	25,997.25
14,000	14,205.00	15,934.50	17,664.00	19,393.50	21,123.00	22,852.50	24,582.00	26,311.50
14,500	14,354.75	16,107.75	17,860.75	19,613.75	21,366.75	23,119.75	24,872.75	26,625.75
15,000	14,504.50	16,281.00	18,057.50	19,834.00	21,610.50	23,387.00	25,163.50	26,940.00

SEE BACK FOR ADDITIONAL PRICING

DISTRIBUTION CHECKLIST CREDIT: \$200.00 credit for completed distribution checklist submitted on or before the next production packet.

## SPECIALTY PUBLICATIONS, OPTIONS AND TERMS

**SPECIALTY PUBLICATIONS**

**TRAVELHOST PRESENTS:** Happy Camper, NASCAR, PGA, Super Bowl, Condo, Vacation Planner, etc. Pricing same as above, for deviation from above contact Publisher.

**EZ FOLD MAP:** Standard - \$2,868.75 for 25,000 (minimum); \$63.75 each additional thousands.  
 Premium - \$4,462.50 for 50,000 (minimum); \$51.00 each additional thousands.

**POCKET MAGAZINE:** \$4,019.41 for 50,000 (minimum) base 16 pages; \$31.88 each additional thousands.  
 \$2,999.41 for additional 16 page increments of 50,000 (minimum); \$25.50 each additional thousands.

**DIGEST:** \$3,940.60 for 25,000 (minimum) base 16 pages; \$62.50 each additional thousands.  
 \$2,940.60 for additional 16 page increments of 25,000 (minimum); \$50.00 each additional thousands.

**TRAVELHOST.COM:** Submission and access capabilities.

**OPTIONS**

**COVER PHOTO INSERT:** \$127.50 Monthly.

**COVER IMPRINTS:** \$75.00 for each imprint after the original (no minimum or maximum).

**INSERTION OF REPLY CARDS:** \$22.11 per thousand.

**OVER-RUN BINDERY/HANDLING:** \$9.96 per thousand for single section or \$6.64 per thousand per section for multiple sections.

**PERFORATING:** \$16.83 per thousand.

**TERMS**

**COPY CHANGES:** \$61.20 per hour (for changes requested after packet submission).

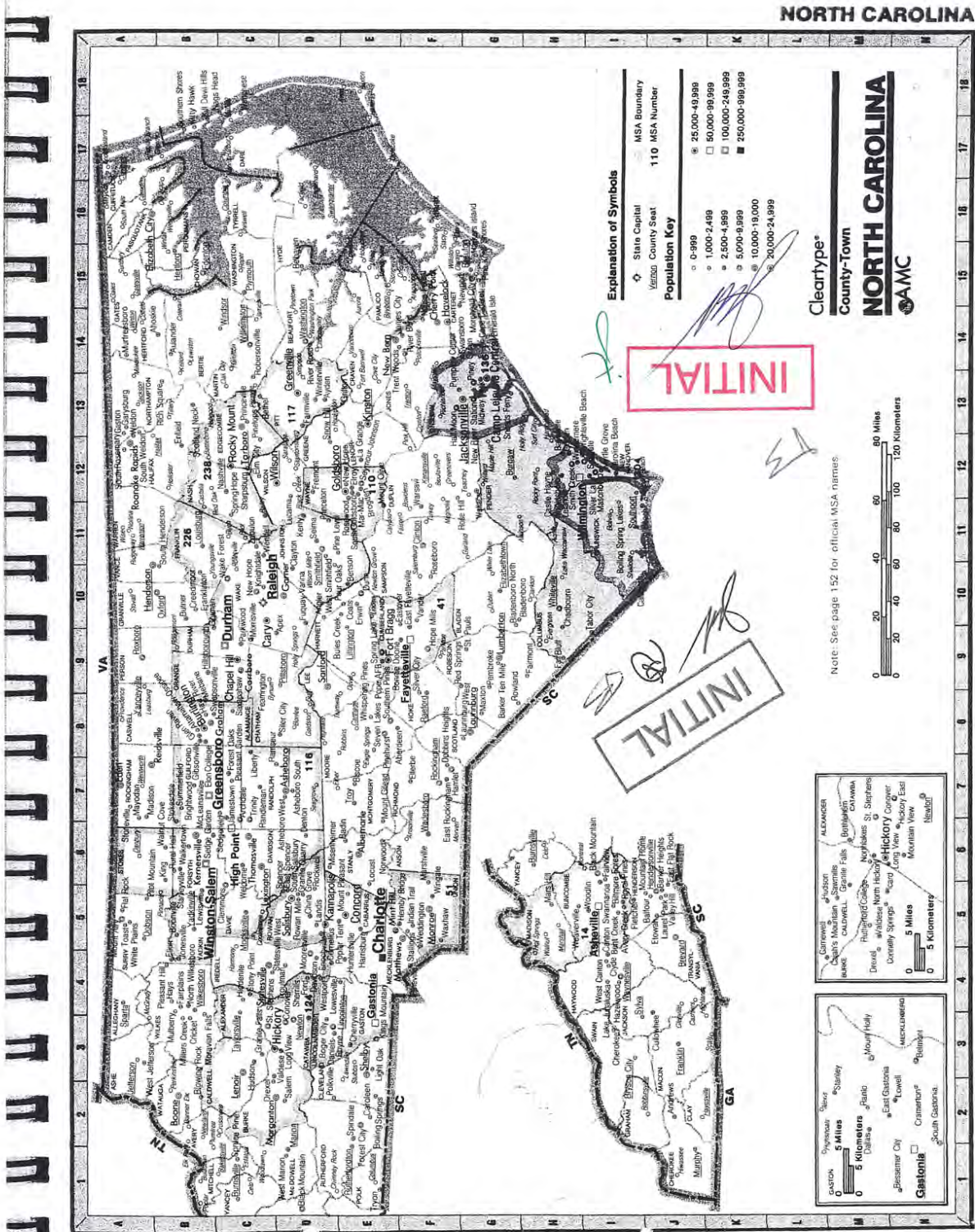
**LATE OR INCOMPLETE MATERIALS:** \$100.00 minimum for increased cost of production.

**QUALITY CONTROL ISSUES:** When Publisher is notified of a QC issue within 30 days of receipt of publication via the TRAVELHOST QC Fax Form that is directly due to Publisher's error, then a make good may be made in the next available issue of the Publication. Make goods will be authorized only if it is clear that the error damages the effectiveness of the publication. Running a make good does not relieve the Purchaser/Distributor from the obligation to timely and fully pay for the publication.

**OVERNIGHT MAIL:** \$12.42 FOR EACH COLOR PROOF.

**PUBLICATION SHIPMENT:** Invoice must be paid in full, including any applicable late or copy change charges before shipment.

(All prices are subject to increase or decrease in accordance with prevailing publishing costs upon thirty (30) days written notice)



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**TRAVELHOST<sup>(R)</sup>**  
**EXHIBIT "AA" RETAIL PUBLISHING PRICES FOR BI-MONTHLY**  
Based on Digital Ready Material  
Effective February 1, 2004

COPIES	PAGES INCLUDING AN EIGHT PAGE COVER						
	48	56	64	72	80	88	104
7,500	13,408.25	14,832.25	16,256.25	17,680.25	19,104.25	20,528.25	23,376.25
8,000	13,568.00	15,015.50	16,463.00	17,910.50	19,358.00	20,805.50	23,700.50
8,500	13,727.75	15,198.75	16,669.75	18,140.75	19,611.75	21,082.75	24,024.75
9,000	13,887.50	15,382.00	16,876.50	18,371.00	19,865.50	21,360.00	24,349.00
9,500	14,047.25	15,565.25	17,083.25	18,601.25	20,119.25	21,637.25	24,673.25
10,000	14,207.00	15,748.50	17,290.00	18,831.50	20,373.00	21,914.50	24,997.50
10,500	14,366.75	15,931.75	17,496.75	19,061.75	20,626.75	22,191.75	25,321.75
11,000	14,526.50	16,115.00	17,703.50	19,292.00	20,880.50	22,469.00	25,646.00
11,500	14,686.25	16,298.25	17,910.25	19,522.25	21,134.25	22,746.25	25,970.25
12,000	14,846.00	16,481.50	18,117.00	19,752.50	21,388.00	23,023.50	26,294.50
12,500	15,005.75	16,664.75	18,323.75	19,982.75	21,641.75	23,300.75	26,618.75
13,000	15,165.50	16,848.00	18,530.50	20,213.00	21,895.50	23,578.00	26,943.00
13,500	15,325.25	17,031.25	18,737.25	20,443.25	22,149.25	23,855.25	27,267.25
14,000	15,485.00	17,214.50	18,944.00	20,673.50	22,403.00	24,132.50	27,591.50
14,500	15,644.75	17,397.75	19,150.75	20,903.75	22,656.75	24,409.75	27,915.75
15,000	15,804.50	17,581.00	19,357.50	21,134.00	22,910.50	24,687.00	28,240.00

SEE BACK FOR ADDITIONAL PRICING

DISTRIBUTION CHECKLIST CREDIT: \$200.00 credit for completed distribution checklist submitted on or before the next production packet.

**ADDITIONAL TERMS AND OPTIONS**

**COVERS**

COVER PHOTO INSERT: \$127.50 Monthly.

COVER IMPRINTS: \$75.00 for each imprint after the original (no minimum or maximum).

**PRODUCTION**

COPY CHANGES: \$61.20 per hour (for changes requested after packet submission)

LATE OR INCOMPLETE MATERIALS: \$100.00 minimum for increased cost of production, as a result of Distributors/Purchasers submitting a late or incomplete packet, shall be charged to Distributors/Purchasers.

QUALITY CONTROL ISSUES: When Publisher is notified of a QC issue within 30 days of receipt of publication via the TRAVELHOST QC Fax Form that is directly due to Publisher's error, then a make good may be made in the next available issue of the Publication. Make goods will be authorized only if it is clear that the error damages the effectiveness of the publication. Running a make good does not relieve the Purchaser/Distributor from the obligation to timely and fully pay for the publication.

**ADMINISTRATION**

OVERNIGHT MAIL: \$12.42 FOR EACH COLOR PROOF PACKAGE.

PUBLICATION SHIPMENT: Invoice must be paid in full, including any applicable late or copy change charges before shipment.

(All prices are subject to increase or decrease in accordance with prevailing publishing costs upon thirty (30) days written notice)

INITIAL

These fees shall  
be waived for the  
first two(2)  
issues.

INITIAL

COPIES	PAGES INCLUDING AN EIGHT PAGE COVER							
	48	56	64	72	80	88	96	104
15,500	15,964.25	17,764.25	19,564.25	21,364.25	23,164.25	24,964.25	26,764.25	28,564.25
16,000	16,124.00	17,947.50	19,771.00	21,594.50	23,418.00	25,241.50	27,065.00	28,888.50
16,500	16,283.75	18,130.75	19,977.75	21,824.75	23,671.75	25,518.75	27,365.75	29,212.75
17,000	16,443.50	18,314.00	20,184.50	22,055.00	23,925.50	25,796.00	27,666.50	29,537.00
17,500	16,603.25	18,497.25	20,391.25	22,285.25	24,179.25	26,073.25	27,967.25	29,861.25
18,000	16,763.00	18,680.50	20,598.00	22,515.50	24,433.00	26,350.50	28,268.00	30,185.50
18,500	16,922.75	18,863.75	20,804.75	22,745.75	24,686.75	26,627.75	28,568.75	30,509.75
19,000	17,082.50	19,047.00	21,011.50	22,976.00	24,940.50	26,905.00	28,869.50	30,834.00
19,500	17,242.25	19,230.25	21,218.25	23,206.25	25,194.25	27,182.25	29,170.25	31,158.25
20,000	17,402.00	19,413.50	21,425.00	23,436.50	25,448.00	27,459.50	29,471.00	31,482.50
20,500	17,561.75	19,596.75	21,631.75	23,666.75	25,701.75	27,736.75	29,771.75	31,806.75
21,000	17,721.50	19,780.00	21,838.50	23,897.00	25,955.50	28,014.00	30,072.50	32,131.00
21,500	17,881.25	19,963.25	22,045.25	24,127.25	26,209.25	28,291.25	30,373.25	32,455.25
22,000	18,041.00	20,146.50	22,252.00	24,357.50	26,463.00	28,568.50	30,674.00	32,779.50
22,500	18,200.75	20,329.75	22,458.75	24,587.75	26,716.75	28,845.75	30,974.75	33,103.75
23,000	18,360.50	20,513.00	22,665.50	24,818.00	26,970.50	29,123.00	31,275.50	33,428.00
23,500	18,520.25	20,696.25	22,872.25	25,048.25	27,224.25	29,400.25	31,576.25	33,752.25
24,000	18,680.00	20,879.50	23,079.00	25,278.50	27,478.00	29,677.50	31,877.00	34,076.50
24,500	18,839.75	21,062.75	23,285.75	25,508.75	27,731.75	29,954.75	32,177.75	34,400.75
25,000	18,999.50	21,246.00	23,492.50	25,739.00	27,985.50	30,232.00	32,478.50	34,725.00
25,500	19,159.25	21,429.25	23,699.25	25,969.25	28,239.25	30,509.25	32,779.25	35,049.25
26,000	19,319.00	21,612.50	23,906.00	26,199.50	28,493.00	30,786.50	33,080.00	35,373.50
26,500	19,478.75	21,795.75	24,112.75	26,429.75	28,746.75	31,063.75	33,380.75	35,697.75
27,000	19,638.50	21,979.00	24,319.50	26,660.00	29,000.50	31,341.00	33,681.50	36,022.00
27,500	19,798.25	22,162.25	24,526.25	26,890.25	29,254.25	31,618.25	33,982.25	36,346.25
28,000	19,958.00	22,345.50	24,733.00	27,120.50	29,508.00	31,895.50	34,283.00	36,670.50
28,500	20,117.75	22,528.75	24,939.75	27,350.75	29,761.75	32,172.75	34,583.75	36,994.75
29,000	20,277.50	22,712.00	25,146.50	27,581.00	30,015.50	32,450.00	34,884.50	37,319.00
29,500	20,437.25	22,895.25	25,353.25	27,811.25	30,269.25	32,727.25	35,185.25	37,643.25
30,000	20,597.00	23,078.50	25,560.00	28,041.50	30,523.00	33,004.50	35,486.00	37,967.50
30,500	20,756.75	23,261.75	25,766.75	28,271.75	30,776.75	33,281.75	35,786.75	38,291.75
31,000	20,916.50	23,445.00	25,973.50	28,502.00	31,030.50	33,559.00	36,087.50	38,616.00
31,500	21,076.25	23,628.25	26,180.25	28,732.25	31,284.25	33,836.25	36,388.25	38,940.25
32,000	21,236.00	23,811.50	26,387.00	28,962.50	31,538.00	34,113.50	36,689.00	39,264.50
32,500	21,395.75	23,994.75	26,593.75	29,192.75	31,791.75	34,390.75	36,989.75	39,588.75
33,000	21,555.50	24,178.00	26,800.50	29,423.00	32,045.50	34,668.00	37,290.50	39,913.00
33,500	21,715.25	24,361.25	27,007.25	29,653.25	32,299.25	34,945.25	37,591.25	40,237.25
34,000	21,875.00	24,544.50	27,214.00	29,883.50	32,553.00	35,222.50	37,892.00	40,561.50
34,500	22,034.75	24,727.75	27,420.75	30,113.75	32,806.75	35,499.75	38,192.75	40,885.75
35,000	22,194.50	24,911.00	27,627.50	30,344.00	33,060.50	35,777.00	38,493.50	41,210.00
36,000	22,514.00	25,277.50	28,041.00	30,804.50	33,568.00	36,331.50	39,095.00	41,858.50
37,000	22,833.50	25,644.00	28,454.50	31,265.00	34,075.50	36,886.00	39,696.50	42,507.00
38,000	23,153.00	26,010.50	28,868.00	31,725.50	34,583.00	37,440.50	40,298.00	43,155.50
39,000	23,472.50	26,377.00	29,281.50	32,186.00	35,090.50	37,995.00	40,899.50	43,804.00
40,000	23,792.00	26,743.50	29,695.00	32,646.50	35,598.00	38,549.50	41,501.00	44,452.50
41,000	24,111.50	27,110.00	30,108.50	33,107.00	36,105.50	39,104.00	42,102.50	45,101.00
42,000	24,431.00	27,476.50	30,522.00	33,567.50	36,613.00	39,658.50	42,704.00	45,749.50
43,000	24,750.50	27,843.00	30,935.50	34,028.00	37,120.50	40,213.00	43,305.50	46,398.00
44,000	25,070.00	28,209.50	31,349.00	34,488.50	37,628.00	40,767.50	43,907.00	47,046.50
45,000	25,389.50	28,576.00	31,762.50	34,949.00	38,135.50	41,322.00	44,508.50	47,695.00
46,000	25,709.00	28,942.50	32,176.00	35,409.50	38,643.00	41,876.50	45,110.00	48,343.50
47,000	26,028.50	29,309.00	32,589.50	35,870.00	39,150.50	42,431.00	45,711.50	48,992.00
48,000	26,348.00	29,675.50	33,003.00	36,330.50	39,658.00	42,985.50	46,313.00	49,640.50
49,000	26,667.50	30,042.00	33,416.50	36,791.00	40,165.50	43,540.00	46,914.50	50,289.00
50,000	26,987.00	30,408.50	33,830.00	37,251.50	40,673.00	44,094.50	47,516.00	50,937.50
51,000	27,306.50	30,775.00	34,243.50	37,712.00	41,180.50	44,649.00	48,117.50	51,586.00
52,000	27,626.00	31,141.50	34,657.00	38,172.50	41,688.00	45,203.50	48,719.00	52,234.50
53,000	27,945.50	31,508.00	35,070.50	38,633.00	42,195.50	45,758.00	49,320.50	52,883.00
54,000	28,265.00	31,874.50	35,484.00	39,093.50	42,703.00	46,312.50	49,922.00	53,531.50
55,000	28,584.50	32,241.00	35,897.50	39,554.00	43,210.50	46,867.00	50,523.50	54,180.00
56,000	28,904.00	32,607.50	36,311.00	40,014.50	43,718.00	47,421.50	51,125.00	54,828.50
57,000	29,223.50	32,974.00	36,724.50	40,475.00	44,225.50	47,976.00	51,726.50	55,477.00
58,000	29,543.00	33,340.50	37,138.00	40,935.50	44,733.00	48,530.50	52,328.00	56,125.50
59,000	29,862.50	33,707.00	37,551.50	41,396.00	45,240.50	49,085.00	52,929.50	56,774.00
60,000	30,182.00	34,073.50	37,965.00	41,856.50	45,748.00	49,639.50	53,531.00	57,422.50

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**TRAVELHOST®**  
**DISTRIBUTORSHIP AGREEMENT ADDENDUM "A"**  
 (CORPORATE SHAREHOLDERS INDIVIDUAL WARRANTY, ACKNOWLEDGMENT &  
 AGREEMENT)

This ADDENDUM "A" is attached to, incorporated into and made a part of the Distributorship Agreement by and between TRAVELHOST Magazine, a division of TRAVELHOST, Inc. ("Publisher") and J & L Investments of the Upstate, Inc. ("Distributor").

Each of the undersigned individual(s) executing this Addendum hereby warrants, represents, both individually and in his/her capacity as officer and shareholder of Distributor, that:

- a) He/She owns in excess of 50% of the outstanding voting stock of the Distributor (either individually or in conjunction with others signing this Addendum A);
- b) He/She has read and approved all of the terms and provisions of the Distributorship Agreement and this ADDENDUM; and
- c) He/She hereby agrees that the obligations of Distributor under paragraph 9 of the Distributorship Agreement shall be personally binding on him/her.

Laura Sutherland  
 Signature SIGN  
Laura Sutherland  
 Print Name

Date: 5.10.5

Jack Sutherland  
 Signature SIGN  
Jack Sutherland  
 Print Name

Date: 5-16-05

J & L Investments of  
 the Upstate, Inc.

[Signature]  
INITIAL [Initials]

### ADDENDUM "B"

This ADDENDUM "B" is attached to, incorporated into, and made a part of the Distributorship Agreement ("Agreement") by and between TRAVELHOST Magazine, a division of TRAVELHOST, Inc. ("Publisher") and J & L Investments, Inc. ("Distributor").

1. Distributor hereby acknowledges his/her/its awareness that: a) it is Publisher's position that it does not fall within the ambit of the North Carolina Business Opportunity Sales Act ("NCBOSA"); b) Publisher has not filed any registration documentation with the State of North Carolina pursuant to the NCBOSA; c) Publisher has not prepared, filed, or supplied to Distributors a disclosure statement or an offering circular under the provisions of the NCBOSA; and d) in accordance with the terms of paragraph 12.6 of the Agreement, Texas law, rather than North Carolina law, applies to and governs the terms and provisions of the Agreement.
2. Distributor confirms that he/she/it has had the opportunity to consult with independent counsel of his/her/its own choosing with respect to the applicable North Carolina franchise and business opportunity laws prior to executing the Agreement, and that he/she/it has decided to proceed with execution of the Agreement and to be bound by the Agreement notwithstanding the absence of any franchise or NCBOSA registration, disclosure statement, or offering circular.

TRAVELHOST MAGAZINE  
Division of TRAVELHOST, Inc.

By: [Signature]

Jim W. South

Title: CFO

Date: 5/12/05

[Signature]

[Signature], Distributor

Date: 5.10.5

INITIAL



### ADDENDUM "B"

This ADDENDUM "B" is attached to, incorporated into, and made a part of the Distributorship Agreement ("Agreement") by and between TRAVELHOST Magazine, a division of TRAVELHOST, Inc. ("Publisher") and J & L Investments, Inc. ("Distributor"). *at the Upstate, Inc.*

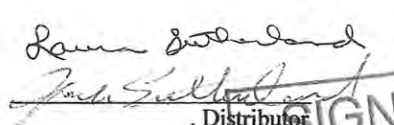
1. Distributor hereby acknowledges his/her/its awareness that: a) it is Publisher's position that it does not fall within the ambit of the North Carolina Business Opportunity Sales Act ("NCBOSA"); b) Publisher has not filed any registration documentation with the State of North Carolina pursuant to the NCBOSA; c) Publisher has not prepared, filed, or supplied to Distributors a disclosure statement or an offering circular under the provisions of the NCBOSA; and d) in accordance with the terms of paragraph 12.6 of the Agreement, Texas law, rather than North Carolina law, applies to and governs the terms and provisions of the Agreement.
2. Distributor confirms that he/she/it has had the opportunity to consult with independent counsel of his/her/its own choosing with respect to the applicable North Carolina franchise and business opportunity laws prior to executing the Agreement, and that he/she/it has decided to proceed with execution of the Agreement and to be bound by the Agreement notwithstanding the absence of any franchise or NCBOSA registration, disclosure statement, or offering circular.

TRAVELHOST MAGAZINE  
Division of TRAVELHOST, Inc.

By: 

Jim W. South  
Title: CFO

Date: 5/12/05

  
\_\_\_\_\_, Distributor

Date: 5.10.5




  
**INITIAL** 

**TRAVELHOST®**  
**Certification Prior to Executing**  
**Distributorship Agreement**

The undersigned certifies that, prior to agreeing to enter into the Distributorship Agreement:

1. I have been briefed by a representative of TRAVELHOST regarding the ownership history of the market for at least the last five years; all of my questions regarding the market have been answered to my satisfaction; and I have been allowed to review, at my discretion, TRAVELHOST's files associated with all previous distributors and/or associate publishers for the market, if any, during the last five years, to wit:

<u>Distributor/Associate Publisher</u>	<u>Dates Agreement in Force</u>
<u>Jestech Inc/ Paul A. Ferguson</u>	<u>June 1, 1993 - Nov 21, 2000</u>
<u>Arthur J. Earl</u>	<u>Sept. 18, 2001 - Aug 7, 2003</u>
<u>Amanda Combs &amp; Jeff Phelps</u>	<u>Aug 7, 2003 - April 12, 2005</u>

INITIAL   
 INITIAL   
 INITIAL 

No promises or representations whatsoever regarding the current condition, status or viability of the market, or the ability to sell advertising into the publication, have been made to me upon which I am relying in entering into the Distributorship Agreement.

2. I have not been provided and TRAVELHOST has not promised to provide me with any prescribed or suggested marketing plan or system, nor have I been promised or told that I would receive substantial guidance or assistance in connection with the general, day-to-day operations of my business.
3. TRAVELHOST has neither provided me with financial projections, told me that I can or will make a profit, nor made any representations regarding potential future income, earnings or ad revenues upon which I am relying. I am aware that my financial results, as well as my success or lack of success, is and will continue to be solely dependent upon my own individual efforts and abilities.
4. I have reviewed Publisher's Confidential Production Manual ("Manual"), and I have been provided the opportunity to ask any questions I had regarding the same.
5. I have been advised of the opportunity available to approved Distributors to also enter into an Optional Associate Publisher Agreement at the time of execution of the Distributorship Agreement, which I expressly have been told, understand, and hereby acknowledge:
  - a) is available to me only at this time at my sole discretion; and
  - b) is neither a requirement of TRAVELHOST nor a condition precedent to TRAVELHOST's approval and acceptance of the Distributorship Agreement.

INITIAL 

*Certification Prior to Executing  
 Distributorship Agreement*

1

1/9/04



**ADDENDUM "B"**

This ADDENDUM "B" is attached to, incorporated into, and made a part of the Distributorship Agreement ("Agreement") by and between TRAVELHOST Magazine, a division of TRAVELHOST, Inc. ("Publisher") and J & L Investments, Inc. ("Distributor"). *of 13*

1. Distributor hereby acknowledges his/her/its awareness that: a) it is Publisher's position that it does not fall within the ambit of the North Carolina Business Opportunity Sales Act ("NCBOSA"); b) Publisher has not filed any registration documentation with the State of North Carolina pursuant to the NCBOSA; c) Publisher has not prepared, filed, or supplied to Distributors a disclosure statement or an offering circular under the provisions of the NCBOSA; and d) in accordance with the terms of paragraph 12.6 of the Agreement, Texas law, rather than North Carolina law, applies to and governs the terms and provisions of the Agreement.
2. Distributor confirms that he/she/it has had the opportunity to consult with independent counsel of his/her/its own choosing with respect to the applicable North Carolina franchise and business opportunity laws prior to executing the Agreement, and that he/she/it has decided to proceed with execution of the Agreement and to be bound by the Agreement notwithstanding the absence of any franchise or NCBOSA registration, disclosure statement, or offering circular.

TRAVELHOST MAGAZINE  
Division of TRAVELHOST, Inc.

By: *[Signature]*  
Jim W. South  
Title: CFO

Date: 5/12/05

*[Signature]*  
*[Signature]*, Distributor **SIGN**

Date: 5.10.5

**INITIAL**

6. In deciding to execute the TRAVELHOST Distributorship Agreement, I am not relying upon any oral representations or promises made by any person.
7. I have had an adequate opportunity to conduct my own investigation of all relevant facts, to ask and obtain answers to all questions I deemed relevant, to do my own due diligence regarding the market, to independently assess my own abilities to perform, and to consult with legal counsel of my choosing.
8. I am choosing to enter into the Distributorship Agreement of my own volition solely for the specific rights and benefits therein provided and for no other purposes or reasons whatsoever.

Signature: [Handwritten Signature]  
Print Name: Laura Sutherland Jack Sutherland  
Title (if appl.): \_\_\_\_\_  
Date: 5/11/05

**SIGN**

[Handwritten Initials] **INITIAL** [Handwritten Initials]

Certification Prior to Executing  
Distributorship Agreement

2

1/9/04



# TRAVELHOST<sup>®</sup>

May 10, 2005

*J+L Investments of the Upstate, Inc.*

Jack and Laura Sutherland  
144 Powder Springs Drive  
Duncan, SC 29334

Re: Distributorship Agreement between TRAVELHOST, Inc.  
("Publisher") and Jack and Laura Sutherland ("Distributor")  
for the designated area of Charlotte, NC ("Agreement").

Dear Jack and Laura:

This letter will confirm that collection of the ten percent (10%) royalty on local advertising as stipulated in paragraph 2.3(a) of the Agreement has been suspended indefinitely. Consistent with its long-standing practice, Publisher does not anticipate any revocation of the suspension barring a significant change in the method of TRAVELHOST Magazine's operations or publication pricing model dictated either by compelling market conditions or a substantial change in law. Publisher does, however, reserve the right to revoke the suspension in the future in the event of such an occurrence, subject only to the following conditions:

- a) any revocation of the suspension will be effective with respect to all applicable TRAVELHOST Magazine distributors; and
- b) distributors will be given at least ninety (90) days advance written notice prior to the effective date of revocation.

Sincerely,

*[Signature]*  
Jim W. South  
Chief Financial Officer  
TRAVELHOST, Inc.

*[Signature]*  
Distributor

Date: 5.10.5


*[Signature]*  
**INITIAL**


*J+L Investments of the  
Upstate, Inc.*

• TRAVELHOST Inc.  
• TRAVELHOST Magazine • TRAVELHOST Printing  
10701 Stemmons, Dallas, TX 75220-2419  
(972) 556-0541 • Fax (972) 432-8729  
www.travelhost.com

ATTACHMENT "A"

- 12.5 Cost of Breach – In the event of a breach of or default under this Agreement by either Party, the non-prevailing Party shall pay all costs and attorney's fees incurred in connection therewith upon a final adjudication of liability arising from said breach or default by a court of competent jurisdiction, provided that Distributor may not assert a breach of Agreement by Publisher unless: a) Distributor has first given Publisher written notice of a material breach with sufficient specificity to enable Publisher to understand the precise nature of the claimed breach and to reasonably remedy the same; and b) Publisher has not remedied the material breach within 30 days of receipt of the notice.

Distributor   
TRAVELHOST




**CERTIFICATION PRIOR TO EXECUTING ASSIGNMENT OF TRAVELHOST  
MAGAZINE DISTRIBUTORSHIP AGREEMENT AND OPTIONAL  
ASSOCIATE PUBLISHER AGREEMENT**

The undersigned certifies that:

1. Before executing the TRAVELHOST Magazine Assignment of Distributorship Agreement and Optional Associate Publisher Agreement on December 7, 2007, I was thoroughly briefed by Transferor (identified as the "Distributor" in the Distributorship Agreement being assigned and as "Associate Publisher" in the Optional Associate Publisher Agreement being assigned) on the current status and past history of the market, and I was allowed to review, at my discretion, the files of Transferor for the TRAVELHOST Magazine Charlotte Designated Area. I further acknowledge that I am fully aware of the current conditions in the subject market, and that I have had the opportunity to personally visit with advertisers, potential advertisers, and hotels in the area regarding that situation prior to this date.

2. I acknowledge that TRAVELHOST is not responsible or liable in any way for any past or future acts or omissions of Transferor, including, but not limited to, any representations or warranties made to me by Transferor in connection with the assignment of rights to me under the Distributorship Agreement and Optional Associate Publisher Agreement ("Agreements"). If and to the extent that I have entered into any agreement(s) with Transferor in connection with the assignment of the Agreements, it is acknowledged that TRAVELHOST is not a party to said agreement(s), and I further hereby acknowledge that TRAVELHOST is not, in any way, subject to or bound by said agreement(s). **Furthermore, I hereby expressly release TRAVELHOST from any claims or causes of action of any kind or nature whatsoever arising out of or in any way related to any past or future acts, representations, or contractual defaults of Transferor.**

3. TRAVELHOST, Inc. has not provided and has not promised to provide me with a prescribed or suggested marketing plan or system.

4. TRAVELHOST, Inc. has neither provided me with financial projections nor told me that I will make a profit.


5. I have read and am fully familiar with the terms and provisions of the non-complete clause contained in paragraph 9 of the Distributorship Agreement being assigned, and I hereby expressly agree to be fully bound by said clause. Furthermore, I understand and agree that said clause is equally binding upon my officers, shareholders, directors, and employees.

6. In deciding to execute the TRAVELHOST Magazine Assignment of Distributorship Agreement and Optional Associate Publisher Agreement, I am not relying on any oral representations or promises of any kind made by any person. I have had an adequate opportunity to conduct my own investigation of all relevant facts, and to ask and

Certification Prior to Executing Assignment of      1  
Distributorship Agreement & Optional Associate  
Publisher Agreement

obtain answers to all relevant questions. In addition, I have had the opportunity to consult and confer with professional advisors (attorneys, accountants, etc.) of my own choosing.

7. I agree that, as soon as reasonably possible following an approval of the Assignment by TRAVELHOST, I will schedule a time to visit TRAVELHOST's headquarters for a day of orientation and meetings with the TRAVELHOST representatives with whom I will be interfacing in connection with the fulfillment of my contractual obligations. I also understand that, upon approval of the Assignment, I am authorized and encouraged to attend any of TRAVELHOST's regularly scheduled Typical Industry Practices Seminars held at TRAVELHOST's national headquarters.

 , Transferee

By: \_\_\_\_\_  
Print Name:  \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Certification Prior to Executing Assignment of 2  
Distributorship Agreement & Optional Associate  
Publisher Agreement



**AMENDMENT**

This Amendment is to the Distributorship Agreement ("Agreement") dated May 12, 2005 by and between TRAVELHOST Magazine, a division of TRAVELHOST, Inc. a Texas Corporation ("Publisher") and J & L Investments of the Upstate, Inc. ("Distributor") for the designated area of Charlotte, NC.

Paragraph 1.2 of the Agreement reads:

"The Charlotte Metropolitan area to include the North Carolina counties of Union, Lincoln, Mecklenberg, Stanly, Iredell, Cabarrus, Cleveland, Gaston, Anson, Rowan and Catawba.

Paragraph 1.2 of the Agreement is amended to read:

"The Charlotte Metropolitan area to include the North Carolina counties of Union, Lincoln, Mecklenberg, Stanly, Iredell, Cabarrus, Cleveland, Gaston, Anson, Rowan, Catawba and York.

SC/JS

In consideration hereof, Distributor hereby waives and forever releases any and all claims or causes of action against TRAVELHOST, its agents and employees, known or unknown, arising from or related to the Agreement or the business operated pursuant thereto, prior to the effective date of this Amendment.

AGREED AND ACCEPTED this 11<sup>th</sup> day of June, 2007.

TRAVELHOST Magazine  
A Division of TRAVELHOST, Inc.

By: 

Title: CFO

Date: 6/22/07

J & L Investments of the Upstate, Inc.

By: 

Jack Sutherland, President

 **INITIAL** 

**TRAVELHOST**®

March 26, 2008

Jennifer Brady  
TRAVELHOST of Greater Charlotte  
801 Hawthorne Lane  
Charlotte, NC 28204

Re: Distributorship Agreement and Optional Associate  
Publisher Agreement between TRAVELHOST, Inc.  
("Publisher") and Jennifer Brady (formerly Jennifer  
Lea Traylor) for the Charlotte, N.C. Designated  
Area ("Agreements")

Dear Jennifer:

Enclosed, please find duplicate originals of an Amendment  
changing the name on the Distributorship Agreement and the  
Optional Associate Publisher Agreement from Jennifer Lea Traylor  
to Jennifer Brady. Please execute both originals and return 1 fully  
executed original to me for our files. You should keep the  
remaining original for your files. It is necessary for you to execute  
and return in order for the Amendment to become official.

Thanks for your assistance.

Sincerely,

  
Jim W. South  
Chief Financial Officer

Encls.

• TRAVELHOST Inc.  
• TRAVELHOST Magazine • TRAVELHOST Printing  
10701 Stemmons, Dallas, TX 75220-2419  
(972) 556-0541 • Fax (972) 432-8729  
www.travelhost.com



**AMENDMENT**

This Amendment is to the Distributorship Agreement and Optional Associate Publisher Agreement ("Agreements") dated May 12, 2005, by and between TRAVELHOST, Inc. ("Publisher") and J & L Investments of the Upstate, Inc. for the designated area of the Charlotte, NC metropolitan area, transferred by Assignment approved by Publisher on December 12, 2007, to Jennifer Lea Traylor ("Distributor/AP").

**WHEREAS**, subsequent to entering into the Assignment, Distributor/AP was married and legally changed her name to Jennifer Brady; and

**WHEREAS**, Distributor/AP has requested Publisher's agreement to amend the preambles of the Agreements to substitute Jennifer Brady, individually, as Distributor and Associate Publisher under the terms of the assigned Agreements, and Publisher is willing to accommodate said request.

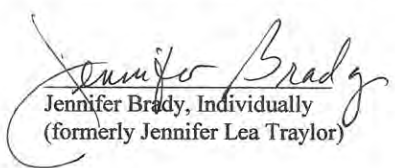
**IT IS THEREFORE** hereby agreed that the preambles of each of the Agreements are hereby amended to provide that Jennifer Brady is the named Distributor and Associate Publisher of the respective Agreements, as assigned, effective this date.

AGREED AND ACCEPTED this 26<sup>th</sup> day of March, 2008.

PUBLISHER:

By:   
Jim W. South  
Title: Chief Financial Officer

DISTRIBUTOR/ASSOCIATE PUBLISHER:

  
Jennifer Brady, Individually  
(formerly Jennifer Lea Traylor)

Amendment of Assigned Distributorship &  
Optional Associate Publisher Agreements

**AMENDMENT**

This AMENDMENT is to the Assignment of Distributorship Agreement (the "Agreement") dated December 12, 2007, by and between TRAVELHOST, Inc. a Texas corporation, 10701 N. Stemmons Frwy, Dallas, TX 75220 (the "Publisher") and Jennifer Brady (the "Distributor"), for the designated area of Charlotte, North Carolina.

The provisions of paragraph 1.1 of the assigned Distributorship Agreement dated May 12, 2005, are hereby amended to read as follows:

**"Production Terms** - Publisher agrees to produce the Publication as herein provided. Distributor agrees to purchase from Publisher and to accept delivery of not less than 20,000 copies each quarterly issue of the Publication in accordance with the terms of Publisher's then most current quarterly Exhibit "AAA" rate schedule. All purchases shall be Cash w/Copy, F.O.B. Publisher's dock."


Publisher will be providing to Distributor new issue and production packet dates as soon as reasonably possible upon finalization of this Amendment, it being understood that adjustments to Distributor's production schedule must be carefully coordinated with Publisher's capacity and ability to handle overall network demands in an orderly and timely fashion.

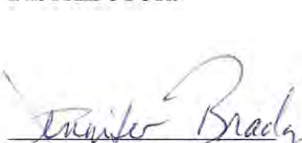
In consideration hereof, Distributor hereby waives and forever releases any and all claims or causes or action of any kind or nature whatsoever against Publisher, its agents and employees, known or unknown, arising from or related to the Agreement or the business relationship between the parties prior to the effective date of this Amendment.

AGREED AND ACCEPTED effective this 27th day of February, 2009.

TRAVELHOST, Inc.

DISTRIBUTOR:

By:   
Jim W. South  
Title: Chief Financial Officer

  
Jennifer Brady

Date: February 27, 2009

Date: February 28, 2009